

APPENDIX A6
Sample Request for Quotes (RFQ)
and Request for Proposals (RFP)





THE RFQ / RFP PROCESS

The selection of qualified consultants, architects, and engineers is one of the most important steps in the process of constructing a court facility. Numerous methods are used and no one approach prevails as the “right way”. However, as with many public facilities, the design has complex aspects that require experience, imagination, and integrity. Generally, the process of selecting professional assistance follows the following steps:

1. Notification or advertisement of the intent to select professional services. This is usually placed in local and/or regional newspapers. In some instances, if a list of qualified consultants is maintained by the jurisdiction, firms on the list are sent advance notifications.
2. A pre-submittal briefing where the intentions of the jurisdiction are explained along with basic information regarding the project, schedule, budget, and selection process. These briefings can be mandatory for interested offerors if the jurisdiction wishes to determine the actual number of submissions that may be received.
3. Issuance of a Request for Qualification (RFQ) that will pre-qualify firms for the proposed project. This approach is not essential but is helpful as a means of reducing the ultimate submissions to firms that have the experience and qualifications to complete the requirements.
4. From the RFQ, a “shortlist” of qualified firms is developed. These firms are then asked to respond to a Request for Proposals (RFP). The RFP submission addresses the technical expertise of the offeror. In many instances, a fee for services is required as a sealed submission to be opened only after the ranking of the most to least qualified firms has been accomplished. References are generally contacted during this stage of the selection process.
5. To meet the proposed team members and to clarify questions regarding the project, selected firms may be invited to an interview with the offeror provided an opportunity to present qualifications and approach and the jurisdiction afforded the opportunity to question the offeror.
6. The final stage of the selection process involves the negotiation of a fee for services with the top ranked firm. If a mutually satisfactory fee and scope of services cannot be reached, the jurisdiction proceeds to the next highest ranked, and so on until an award can be made.

A key to this process is the type of information requested in the RFQ and RFP process. In the following pages, several actual examples of the solicitation materials are offered. Many jurisdictions already have in place a specific procedure and many do not use the two-step process as illustrated in the following pages. These examples are intended to offer ideas of the format and information most often requested.

SMITH COUNTY, TEXAS
REQUEST FOR QUALIFICATIONS
(RFQ)
March 15, 1999

**Architectural Services/ Master Planning and Needs Assessment
Courthouse and Related Facilities**

**SMITH COUNTY, TEXAS
REQUEST FOR QUALIFICATIONS
March 8, 1999**

**Architectural Services/ Master Planning and Needs Assessment
Courthouse and Related Facilities**

I. GENERAL

In accordance with Section 2254 of the Texas Government Code, The Smith County Commissioners Court is requesting Qualification Statements from persons or firms who can adequately demonstrate they have the resources, experience and qualifications to provide services necessary to develop a needs assessment and master plan for the location and conceptual design of the building(s) necessary for the present and foreseeable future needs of Smith County to adequately provide space and working conditions for the physical facilities for Smith County Government and related services. Firms should have experience in design and construction of courthouse facilities and/or criminal justice centers and related parking facilities.

In June 1998, the Commissioners Court appointed a 51-member citizens task force that has made certain recommendations to the court. This committee performed a needs assessment and strongly concluded that it was in the best interest of the County for professional services to be engaged to make recommendations to the Commissioners Court regarding viable options available which might include new construction, renovation of existing facilities, or a combination of new construction and renovation as the best interests of Smith County might dictate.

It is the desire of the Commissioners Court to consider first the use of properties currently owned by Smith County for this project; however, feasibility of other properties and options should also be considered, if practical and reasonable. A copy of the Citizens Task Force recommendation is attached (Exhibit "A"). There was also a minority report issued, and it is also attached (Exhibit "B")

Firms interested in submitting qualifications for this project should submit ten (10) complete sets of qualifications no later than 2:00 p.m., Thursday, April 8, 1999. Qualification Statements should be delivered to:

Denise Black, Assistant County Auditor
Purchasing C.P.P.B.
Room 107 Smith County Courthouse
Tyler, Texas 75702
(903) 535-0505 Phone
(903) 535-0516 Fax (RFQ not accepted by fax)

Smith County reserves the right to not accept late statements. Each firm is responsible for insuring that responses to this RFQ have been delivered by the date, time and to the location as specified in this request for qualifications. It is understood that Smith County will follow the procurement of these services in accordance with the above quoted statute. Receipt of the qualifications submitted will be acknowledged as received only, and do not constitute any acceptance by Smith County of any offer. Documentation will become a part of the Commissioners Court minutes only after selection is made, if any.

Once Qualification Statements are reviewed, a short list will be compiled by an Evaluation Committee appointed by Commissioners Court. Interviews may be conducted with the firms determined to be the most qualified. Additional information may be required at the time interviews are conducted. The most qualified applicant will then be chosen. After the most qualified applicant is chosen, a contracted price for services will be negotiated. Commissioners Court will make the final selection and approve a proposed contract, if any. Commissioners Court reserves the right to contract for any or all services proposed in this request for qualifications after negotiations have been completed.

Upon completion of the Architectural Services/Master Planning and Needs Assessment (hereinafter referred to as "professional services"), it is the intent of the Smith County Commissioners Court to submit funding proposals of any proposed construction and/or remodeling project(s) for voter approval. Upon voters approval, The Commissioners Court will evaluate the project(s) and consider modifications, additions, deletions, or corrections deemed necessary by the Commissioners Court for final construction or remodeling approved by the Commissioners Court.

II. SCOPE OF PROFESSIONAL SERVICES

Any questions concerning the Scope of Services or response to this RFQ should be directed in writing to the above address or fax.

The intent of this solicitation is to obtain the professional services of a firm with demonstrated experience in courthouse facilities and adequate parking facilities to support these facilities. Scope of work will include both Architect and Master Planning services. Any analysis will include all normal structural, civil, mechanical and electrical engineering services and all other services as to provide a complete project analysis. It is understood that any and all services will be paid for by the firm out of fees to be provided for in the contract and that the county accepts no responsibility for such persons or firms.

The professional services will be divided into three phases. The first phase will be the Study phase. The second phase will be the design phase. The third will be the construction management phase. Smith County is not obligated to retain the same person(s) or firm(s) for all phases of this project. Smith County expects to contract with the selected applicant for professional services to

include but not to be limited to the following:

A. PROGRAM DEVELOPMENT AND BUILDING EVALUATION STUDY PHASE

The selected applicant will work closely with the county to evaluate alternate solutions and to develop a detailed written program for this project. The program will set forth the project design objectives, constraints, criteria, space requirements, special needs, equipment, and systems. The program will address no less than twenty year growth projections from January 1, 1999.

A narrative will be included to provide justification for each departmental or court component of the proposed scope of work with the probable consequences to Smith County should that component not be funded. Probable cost of construction for each alternate solution should be determined to identify the most cost effective and acceptable solution.

All city, state, and federal codes having jurisdiction over this project will be adequately investigated to ensure the viability, as well as probable construction cost, of each proposed alternative solution.

The study shall include a needs assessment, feasibility study, site analysis, and projected building costs to determine whether or not to make additions (either horizontal, vertical or a combination of both), remodel existing space, renovate structures, or build new structures. This study shall include a cost analysis and a project schedule/time analysis.

The selected applicant, at the selected applicant's expense, may be required to deliver to the County up to seventy (70) complete printed copies of the Program Development and Building Evaluation Report. Program development and building evaluation phase must be presented for approval prior to proceeding into the Schematic Development Phase.

B. SCHEMATIC DEVELOPMENT PHASE

Schematic Design Documents will be prepared in cooperation with Smith County personnel consisting of accurate drawings and other documents illustrating the scale and relationship of all projects' components. All engineering systems will be adequately developed to ensure the coordination of building components. Outline plans and brief outline specifications describing the type of constructions and probable materials to be used, sufficient to establish the general scope and quality of construction, will be included.

A fully developed all-inclusive estimate for the cost of the project will be submitted. City of Tyler permits, approvals and special inspections, building

construction and renovations, surveys, soil investigations, materials and systems testing will be included.

A Project schedule shall be submitted showing estimated time required for design, approvals, bidding, contract award and construction. Deadline for Schematic Development Phase will be set once the Program Development and Building Evaluations Study Phase is complete.

The selected applicant, at the selected applicant's expense, may be required to deliver to the County up to seventy (70) complete printed copies of all submitted material at the completion of each stage for review and approval.

C DESIGN-BUILD PHASE

The Commissioners Court reserves the right to further negotiate with the selected applicant for the design-build, and /or construction management of this project. This Request for qualifications may be further used to select a person(s) or firm(s) for such professional services. Services for Design-Build and/or construction management will be negotiated at some time after the completion of the Schematic Phase.

III. REQUIREMENTS

Qualified professional architectural firms interested in responding to this RFQ should include the following information along with their qualifications. All information will be updated within the past twelve (12) months.

- A. Executive summary should include full name, principal business address and telephone number of the firm; the total number of employees; a breakdown of the number of employees by classification, i.e. Principal, Architect, Engineer, Drafters, Technical, administrative support, etc.
- B. Statements of experience and qualifications of the firm; classification of the firm, i.e. ~~Sole Proprietorship, Partnership, Association, Corporations or combination of above.~~
State history of the firm including any predecessor firms, if any, and establishment of current firm.
- C. List of references and engagements for similar projects (preferably a minimum of ten projects), both in scope and nature. Applicant will include the description of the project and the name, address and phone number of a contact person who preferably served as the project manager. Applicant will identify only projects which the firm was the architect or principal of record.

Applicant may include additional projects where individuals within the firm were directly involved while associated with other firms. However, these shall be identified as such.

- D. Applicant shall include a complete list of current projects for which professional services are currently being provided. The list should include current status of each project. Applicant should also state if master planning service was performed in project.
- E. Resume of all personnel to be engaged in the project including professional history, professional registrations, professional affiliations and a list of similar projects completed (preferably a minimum of five projects). This information should include the staff organization for this project and all key personnel listed in the organizational chart.
- F. A statement of limits of insurance, including Professional Liability Insurance.
- G. A detailed, written plan outlining the steps which would be taken to complete the work listed in the scope of work and the length of time which will be required to complete the first and second phase. The plan should include the involvement expected from the county in each step.
- H. A detailed summary of services proposed to be furnished by the principal firm submitting the proposal, i.e. architectural, structural, mechanical, electrical, research, planning, equipment, etc.
- I. A detailed list of services to be provided by other firms, if any.
- J. Designation of one individual to be responsible for answering technical and contractual questions and authorized to negotiate contract terms and render binding decisions on contract matters.
- K. A statement signed by the person identified in item J above agreeing that the proposal is valid for a minimum of ninety (90) calendar days subsequent to the closing date of this RFQ.

IV. EVALUATION CRITERIA

The RFQ will be evaluated using the following criteria:

- Cost-effective utilization, design and construction of government buildings project

Creativity approach to solving space problems
Clarity of response
References for master planning
Specific experience in county governments
Knowledge of the project
Availability for immediate attention to the project and time required for completion

V. EVALUATION PROCESS AND SELECTION COMMITTEE

- A. A selection committee comprising two members of Commissioners Court, County staff and select members of the task force will review and evaluate the qualifications and according to the criteria outlined in IV. Then a "short list" will be forwarded to Commissioners Court. Upon approval of that list, the selection committee will then interview the short list and ultimately make a final recommendation to the Commissioners Court.
- B. Information regarding the technical aspect of this project should be obtained from the Director of Physical Plant, Mike Whisenhunt, (903) 535-0672.

RECEIVED

JUN 28 1999

T P T A



CLARK
Construction Company

June 25, 1999

Main Office
3225 W. Saint Joseph St.
P.O. Box 40037
Lansing, MI 48901
512372.0940
FAX 512372.0668

Western Michigan
615 Cliff Street
Battle Creek, MI 49014
616.963.0202
FAX 616.963.1725

Northern Michigan
2 Pennsylvania Plaza
Petoskey, MI 49770
616.348.9300
FAX 616.348.9320



Website:
clarkconstructionco.com
e-mail:
hce1@clarkconstructionco.com

Tower Pinkster Titus Associates, Inc.
1000 South Burdick Street
Kalamazoo, MI 49001-2689

Re: Request for Qualification Statement
Architectural/Engineering Services
New Court and Jail Facilities
Montcalm County

Gentlemen:


Attached please find a Request for Qualification Statement for the Montcalm County Facility Renovations and Expansion.

Please review this information and contact the undersigned to confirm your availability for the mandatory Pre-Bid Meeting to be held on Wednesday, July 14, 1999, at 1:00 p.m.

If you have any questions, please do not hesitate to contact us

Yours very truly

CLARK CONSTRUCTION COMPANY


Chad Riehl
Project Manager

CR/lm

cc: Messrs. John Clark and Randy Jobin

Attachment

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REQUEST FOR QUALIFICATION STATEMENT
NEW COURT AND JAIL FACILITIES
MONTCALM COUNTY
ARCHITECTURAL/ENGINEERING SERVICES

PART ONE - GENERAL INFORMATION

1.1 PURPOSE

This Request for Qualification Statement is designed to provide firms with sufficient information to enable them to prepare and submit proposals for consideration by the County of Montcalm Building Authority, for architectural/engineering services required for the construction of a new or expanded courthouse and a new or expanded jail located in the City of Stanton.

Qualification Statements will be accepted from teams formed by architectural/engineering firms and courthouse and jail planning consultants working together on these projects. The County of Montcalm would prefer a single team be selected for both projects and, as such, proposing firms are encouraged to "team-up" with any and all expert firms to provide the project with the best possible architectural/engineering selection. The County is utilizing a program management approach and has selected Clark Construction Company to manage these projects from planning to completion.

1.2 PROJECT STATEMENT

The project will include building, parking and furnishings necessary to provide additional courtrooms and associated security and prisoner holding areas for the Circuit Court, including the Family Court Division. Office space for Circuit Court administration and court clerks, pretrial services, jury administration and a law library may also be included, plus capability for current and future levels of technology, including video. Based on preliminary studies, this could be accomplished through the construction of a building or addition of approximately 35,000 square feet and remodeling. The jail addition of new building may require up to 18,000 square feet plus remodeling or construction of a new jail and demolition of the existing structure.

Parking for the additional load is required and additional work on the site will be required. The primary goal of the project is to maximize the value to Montcalm County, for many years to come, while holding the cost at about \$12 million.

Further details and preliminary sketches found in the recent "Montcalm County Judicial Facilities Study", prepared by Wigen, Tincknell, Meyer & Associates, Inc., is provided with this Request for Qualification Statement.

1.3 SERVICES REQUIRED

ARCHITECTURAL AND ENGINEERING SERVICES

Architectural and engineering services shall begin as soon as possible on the project and will continue throughout construction and move-in, as required. Services will be performed in coordination with Clark Construction Company and will include programming studies to evaluate courthouse and jail options and obtaining concurrence before proceeding with standard design and engineering services to provide complete and comprehensive bid packages for the project. Areas to be covered include, but shall not be limited to demographics, case load, interior design, mechanical and electrical design, site survey and soil borings, record storage, security, communications (telephones, computers and wiring, court recording, audio and video systems) parking, etc. This list is meant to provide a guideline and is not comprehensive. **The architectural/engineering firm, as part of this court and jail expansion project, will review and evaluate the existing courthouse and jail buildings in relation to the construction of any new jail and courts facility and will provide the necessary documents for upgrades to the existing facility that will be required by the new construction, such as ADA requirements, code compliance, etc. These services shall be included in the fixed fee being proposed. This fee will be provided by firm(s) that are selected for further consideration.**

Broadly stated, Montcalm County is seeking Architectural and Engineering services, which include but may not be limited to:

A. General

1. Consultation with representatives of the Law and Courts Committee to confirm the scope and related requirements of the project.
2. Work with Clark Construction Company to develop a project schedule defining and establishing all owner, consulting, architect/engineer, programming design and construction activities and milestones.
3. Prepare recommendations as to how to phase the project to meet funding requirements which must result in a logical bidding package(s) that will be responsive to market conditions, the scheduling/user needs of the County, and comply with applicable laws and policies.
4. As required, attend meetings of any Building Committee and the Montcalm County Board of Commissioners.

- B. Architectural Program**
1. Develop with Clark Construction Company the facility programming to address all functional and operational requirements of the facility.
 2. Develop with Clark Construction Company programming so as to be compatible with the existing facility functions.
- C. Schematic Design**
1. Review with Montcalm County alternative approaches to design and construction of the project.
 2. Prepare for Montcalm County's approval of schematic design drawings as required.
- D. Design Development**
1. With Clark Construction Company, review the design drawings with the occupants of the facility and obtain their approval/sign-off to be presented to Montcalm County.
 2. Prepare for Montcalm County's approval, based upon approved schematic documents, design development drawings and related documents.
 3. Prepare appropriate documents to describe the size and character of the project relative to architectural, structural, mechanical and electrical systems, security systems, and other elements as appropriate.
- E. Construction Document Phase**
1. Based upon approved design development documents, submit for Montcalm County's approval construction documents with drawings and specifications relative to the requirements for the construction of the project.
 2. Assist Clark Construction Company in the preparation of the necessary bidding information, forms, conditions of the contract, etc.
- F. Bidding and Negotiation Phase**
1. Co-conduct pre-bid conference to encourage competent, responsive, competitive bids and to clarify any questions that may arise about the project during the bidding process.
 2. Based upon approved construction documents and probable construction costs, assist Clark Construction Company in obtaining bids or negotiated proposals.
 3. Assist in evaluating and awarding bids and preparing contracts for construction.

G. Construction Phase

1. Serve as a representative of Montcalm County during the phase and advise and assist Montcalm County throughout construction.
2. Assist in keeping Montcalm County advised on the progress and quality of work.
3. Review and take appropriate action on various contractors' submittal of appropriate drawings, samples, etc., as they relate to the design concepts.
4. Prepare change orders for Montcalm County's approval and execution.
5. Conduct such inspections as are necessary to determine the pending completion of work or portions thereof and prepare a list of incomplete, unsatisfactory items and a schedule for their completion.
6. Assist Montcalm County in determining final completion and ensuring all documents, guarantees, manuals, bonds, warranties, "as-built" drawings, etc., are turned over to Montcalm County.
7. Other services as required to complete this project.

1.4 RESPONSIBILITIES

The selected firm will be required to assume full responsibility for all services offered in the proposal, whether provided by members of the firms or by subcontractors. Further, Montcalm County will consider the selected firm to be the sole point of contract with regard to contractual matters, including payment of any and all charges resulting from the contracts, including payments to subcontractors and consultants to the firm. Montcalm County may terminate any contract for unsatisfactory performance of contract work.

PART TWO - REQUIREMENTS FOR PROPOSAL SUBMITTAL

2.1 ISSUING OFFICE

This Request for Qualification Statement by Montcalm County will be reviewed by the Owner and construction manager. The firm(s) selected for further consideration will be notified in writing.

2.2 DUE DATE AND RECEIVING OFFICE

Qualification Statements must be received no later than **Friday, July 23, 1999**, at the Montcalm County Office of the Controller, 211 West Main Street, P. O. Box 368, Stanton, Michigan 48888, to the attention of Mr. Ed Sell, County Controller.

2.3 MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT

There will be a mandatory pre-proposal meeting and site visit on **Wednesday, July 14, 1999, at 1:00 p.m.** The meeting will be held in the conference room at the Montcalm County Office of the Controller.

2.4 CONTRACT AWARD

Contract award negotiations will be undertaken with those teams whose proposals demonstrate them to be qualified, responsible and able to perform the desired work for a fee within a competitive range.

RIGHT OF REJECTION

Montcalm County reserves the right to reject any or all proposals, to waive any informalities or minor irregularities in proposals, and/or to negotiate the terms and conditions of all or any part of the proposal as determined to be in the Montcalm County's and Clark Construction Company's best interests in their sole discretion.

2.6 INCURRING COSTS

Montcalm County is not responsible for, nor will it reimburse, any costs incurred by any firms preparing any response to this Request for Qualification Statement.

2.7 INQUIRIES

Questions that arise as a result of this Request for Qualification Statement may be submitted in writing or by telephone to

2.8 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of the Request for Qualification Statement. Emphasis should be on completeness and clarity of content.

ORAL PRESENTATIONS

There will be oral presentations of proposals submitted in response to this RFP. Such presentations, when scheduled, will be limited to proposals Montcalm County wishes to consider.

2.10 CONTRACT PAYMENT SCHEDULE

The contract payment schedule will be negotiated. A retainage shall be held.

2.11 INSURANCE REQUIREMENTS

Insurance required of the Architect/Engineering Firm

The selected Architect/Engineering Firm shall not commence work on the Project until it has obtained the insurance required in this Paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to Montcalm County and who have an A.M.Best Company Insurance Report Rating of A or A- (Excellent).

- A Workers' Compensation Insurance**
Workers' Compensation Insurance, including Employer's Liability Coverage, shall be procured and maintained in accordance with the statutes of the State of Michigan.
- B Professional Liability Insurance**
A/E Professional Liability Insurance (Errors and Omissions) shall be procured and maintained during the life of the Agreement with limits of liability of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per claim, with a minimum of two (2) years extended reporting period. If the Professional Liability Insurance is set on an occurrence basis, the two (2) years extended reporting period will not be required.
- C Commercial General Liability Insurance**
Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability coverage of not less than \$2,000,000/per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage shall be procured and maintained during the life of the Agreement. Coverage shall include the following extensions:
 - 1. Contractual Liability.
 - 2. Products and Completed Operations.
 - 3. Independent Contractors Coverage.
 - 4. Broad Form General Liability Extensions or equivalent;
 - 5. Per contract aggregate.
- D Motor Vehicle Liability Insurance**
Motor Vehicle Liability Insurance, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles shall be procured and maintained during the life of the Agreement in an amount of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, and/or aggregate combined single limit for personal injury, bodily injury and property damage.

E. Additional Insured

The Architect/Engineering Firm's Commercial General Liability Insurance and Motor Vehicle Liability Insurance required in Subparagraphs "C" and "D" shall include an endorsement stating the following shall be "Additional Insureds". Montcalm County and Clark Construction Company and all their elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

F. Proof of Insurance Coverage

The Architect/Engineering Firm shall provide Montcalm County

at the time the copies of this Agreement are returned by it for execution, with insurance certificates and policies as listed below:

- Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4. Two (2) copies of Certificate of Insurance for A/E Professional Liability Insurance (Errors and Omissions).
5. If so requested, Certified copies of all policies mentioned above will be furnished.

G. Expired Insurance

If any of the insurance coverages required by the Agreement expire during the term of the Agreement, the Architect/Engineering Firm shall deliver renewal certificates and/or policies to Montcalm County at the address required for certificates of insurance at least ten (10) days prior the expiration date.

H. Cancellation Notice

Worker's Compensation Insurance, A/E Professional Liability Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described in Subparagraphs "A", "B", "C" and "D" shall include an endorsement stating the following: "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Montcalm County

I. Insurance Submittals with Proposal

The Architect/Engineering Firm shall submit with its proposal a copy of its certificate(s) of insurance showing its possession of the insurance coverages required above. If the Architect/Engineering Firm does not possess the required insurance, it shall include with its Proposal a statement to such effect and that if selected it will obtain and maintain such insurance coverages, identify the insurance companies which will be issuing the policies and that the cost of such insurance has been included in its proposal (i.e., will not be considered to be an additional expense over and above the amount quoted in the Proposal).

2.12 ADDENDA TO THE REQUEST FOR QUALIFICATION STATEMENTS

In the event it becomes necessary to revise any part of this Request for Qualification Statement, addenda will only be provided to those submitters who attended the mandatory pre-proposal conference. Sign-in sheets will be provided at this conference.

2.13 COMPLETE PROPOSALS

Completed responses to this Request for Qualification Statement shall be submitted using the format provided. No other distribution of its proposal shall be made by the submitter. Proposals must be signed by an official authorized to bind the submitter to its provisions. Proposals must remain firm for 120 days from the response date.

The selected firms will be required to provide all services as described under Section 1.3 Services Required.

2.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION POLICY AND VENDOR REGISTRATION

The Equal Opportunity/Affirmative Action Statement found in the Montcalm County Vendor Handbook must be signed and returned with the proposal. Failure to do so may result in disqualification. The enclosed Vendor Registration Form must also be completed, signed and returned with the proposal.

2.15 ADDITIONAL INFORMATION REQUESTED

Please indicate if your firm has been cited and/or fined within the last five (5) years by any Federal, State or Local regulatory agency. If so, please provide the following information:

1. Date
2. Identity of the agency issuing the citation or fine
3. Description of the violation
4. Final rulings of agency

2.16 INDEMNIFICATION AND HOLD HARMLESS

Architect/Engineering Firm's Indemnification and Hold Harmless

The Architect/Engineering Firm shall, at its own expense, protect, defend, indemnify and hold harmless Montcalm County and Clark Construction Company, appointed officers, employees and agents from all claims, damages, costs, lawsuits, and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence on the part of the Architect, its employees or agents, or its contractors, subcontractors, sub-subcontractors, or any of their officers, employees or agents that may arise out of the Agreement.

NON-DISCRIMINATION

The vendors who are selected as the contractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, or marital status.

The vendors shall adhere to all applicable Federal, State and Local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.
4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of the Agreement.

PART THREE – PROPOSAL FORMAT

Proposals must be a sealed response, which is clearly marked with the proposal packet number and title and must include the following sections from each member of the team:

- 3 TRANSMITTAL LETTER – A brief letter which provides the following information:
 1. Name and address of the firm;
 2. Name, title and telephone number of the contact person for the firm;
 3. Statement that the proposal is in response to this Request for Qualification Statement; and
 4. Signature, typed name and title of the individual who is authorized to commit the firm to the proposal and/or negotiate the proposed contract.

3.2 STATEMENT OF QUALIFICATIONS

FIRMS SUBMITTING PROPOSALS MUST MEET ALL STATE OF MICHIGAN REQUIREMENTS FOR LICENSING AND AUTHORIZATION TO DO BUSINESS IN THE STATE OF MICHIGAN FOR THE TYPE OF SERVICES BEING SOUGHT BY THIS REQUEST FOR QUALIFICATION STATEMENT.

QUALIFICATIONS STATEMENT

Provide a statement that emphasizes those projects completed which already demonstrate competence and experience with the type of project contemplated in this Request for Qualification Statement.

Include also a list of those projects with which your firm is currently involved and a progress schedule for each.

UNDERSTANDING OF THE PROJECT

Provide in as brief a form possible, your understanding of the project based upon information given in this Request for Qualification Statement and supplemental information furnished.

UNDERSTANDING OF THE SCOPE OF WORK

List the problems foreseen with this project and your proposed solution(s). Also provide a proposed schedule for completion of this project.

MANAGEMENT

Provide a narrative or graphic description of the proposed methods to be employed and personnel utilized to complete the project in its entirety.

MANPOWER

Provide an itemized list of the categories of personnel to be employed for each phase of the work. Indicate the manpower count employed in these categories.

CONSULTANTS

Please provide a list of any consultants or other experts, which you anticipate using in the completion of this project along with their qualifications.

ADDITIONAL INFORMATION

Include any other information that is believed to be pertinent, but not specifically requested in this Request for Qualification Statement.

3.2 FEE PROPOSAL SHEET

The firm(s) that are selected for further consideration and oral presentations will be provided with a Fee Proposal Sheet.

MONTCALM COUNTY CLARK CONSTRUCTION COMPANY
NEW COURT AND JAIL FACILITIES
ADDENDUM NO. 1

ISSUED JULY 19, 1999

This Addendum is issued for the purpose of modifying and/or clarifying the original drawings and specifications and shall take precedence over them.

All work included herein shall be in accordance with the original drawings and specifications except as specifically noted herein. All incidental items required to provide the following modifications shall be included even though not specifically described.

This Addendum is being sent to all bidders receiving plans and specifications. Receipt of this Addendum shall be noted on the Proposal Form in the appropriate locations.

1. Part 2.2 Revised as follows: Qualification Statements are to be received at Clark Construction Company's main office located at 3225 West St. Joseph Street, Lansing, MI 48917, to the attention of Chad Riehl, Project Manager, by Friday, July 23, 1999, at 5:00 p.m. Eight copies are required.
2. Part 2.7 Inquiries should be directed to Chad Riehl.
3. Part 2.10 Contract Payment Schedule. Delete the retainage note. No retainage will be held.
4. Part 2.14 Equal Opportunity/Affirmative Action Policy and Vendor Registration. Montcalm County does not have an equal opportunity/affirmative action statement to be signed. They do not have a county vendor handbook or a vendor registration form. All other EEO regulations are to be adhered to.
- ⑤ 5. Part 2.16 Indemnification and Hold Harmless should read "The Architect/Engineering Firm shall indemnify and hold harmless Montcalm County and Clark Construction Company, appointed officers and employees from claims, damages, costs, lawsuits, and expenses, including, but not limited to, costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of negligent acts, errors or omissions on the part of the Architect, its employees or agents, or its consultants, of any of their officers, employees or agents that may arise out of the Agreement."
6. The sign-in sheet has been attached for your review.
7. Clark Construction Company will perform all budget preparations. Some minor assistance may be required from the architectural firm(s).
8. Schedule is to begin construction in the Spring of 2000. Architect to be on board by early August. Needs assessment to occur August - September. Schematics October-November and design documents to be available by Spring 2000.
9. Interviews to be scheduled in the near future. A schedule will be sent out.



**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

220 North Main, P.O. Box 8645

Phone (734) 994-2388

Ann Arbor, Michigan 48107-8645

Fax (734) 994-1630

REQUEST FOR PROPOSAL # 5772

September 14, 1999

Washtenaw County Purchasing Division on behalf of the Public Safety & Courts Ad Hoc Committee is issuing a Sealed Request for Proposal (RFP) #5772 for a Public Safety & Court Facilities Study.

Sealed Proposals: Vendor will deliver one (1) original and ten (10) copies to the following address:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107

By 3:00 p.m. on October 15, 1999

This submission shall include the entire Request for Proposal document and any amendments if issued. The agency awarded a contract will be required to document and comply with performance objectives designed to measure the outcomes of their proposal.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 5772."

Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 994-2388.

Please direct specific technical questions regarding this RFP to Frank Cambria at (734) 996-3055.

Thank you for your interest.

**PUBLIC SAFETY & COURT FACILITIES STUDY
RFP# 5772**

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A COMPLETED BID WILL INCLUDE <u>ALL</u> ITEMS LISTED ABOVE

I. GENERAL INFORMATION

A. Schedule:

1999 Schedule of Events – Public Safety & Court Facilities Study

September 14, 1999	RFP is available
October 15, 1999	Proposal is due to Washtenaw County Purchasing Department by 3:00 p.m.
October 18 – 22, 1999	Proposals are reviewed by the RFP Recommendation Sub-Committee
October 27, 1999	Recommendation to the Public Safety & Courts Ad Hoc Committee
November 1, 1999	Public Safety & Courts Ad Hoc Committee makes preliminary decision on consultant and recommends proposed budget and funding
November 1, 1999	Board of Commissioners confirms selection of Consultant and approval of funding
November	Contract negotiated & services begin
March 31, 2000	Project completed/Recommendation to the Board of Commissioners

B Purpose of Proposal:

The Washtenaw County Board of Commissioners on June 9, 1999 created a Public Safety and Courts Ad Hoc Committee to conduct and oversee a comprehensive and systemic study of the future needs, placement and nature of the physical facilities for the public safety and judicial system. This study, a comprehensive and system wide long-term plan is to facilitate coordinated decision making for the immediate and future configurations of the court facilities and jail.

Definitions: **“County”** is Washtenaw County in Michigan.
 “Bidder” an individual or business submitting a bid to
Washtenaw County.

C. Terms and Conditions:

1. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors, which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
2. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
3. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
4. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's maybe adjusted to allow for revisions.
5. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
6. Proposals must be structured in the following framework: on typewritten (8 1/2" X 11") pages, double-spaced, 12 point or larger with 1" margins.

II. PROPOSAL SPECIFICATIONS

A. Background

The Court, the Sheriff and the public requested a comprehensive and systemic study of the future needs, placement and nature of the physical facilities for the public safety and judicial system. The Board of Commissioners agreed with the need to consider such a study and recognized the elected and independent nature of the petitioners. The Washtenaw County Board of Commissioners on June 9, 1999 created a Public Safety and Courts Ad Hoc Committee to conduct a comprehensive and systemic study of the future needs, placement and nature of the physical facilities for the public safety and judicial system. This study, a comprehensive and system wide long-term plan is to facilitate coordinated decision making for the immediate and future configurations of the court facilities and jail.

The Board of Commissioners directed the Administrator to explore funding sources for this study and report back to the Board with recommended funding sources prior to the beginning of any consultant services.

The Public Safety and Courts Ad Hoc Committee was given the following charge:

This Ad-Hoc Committee will make final decisions by the affirmative majority vote of its appointed and serving members. A County Commissioner shall preside over the business of the Ad-Hoc Committee. The Ad-Hoc Committee will establish its work plan and own procedures for the completion of its charge. The recommendations of the Ad-Hoc Committee are subject to the approval of the Board of Commissioners before its implementations.

The Ad-Hoc Committee will determine the feasibility of the Washtenaw County Court Study; decide whether to hire consultants, the scope of the study, its final cost, the timeline and process for its completion. If the Ad-Hoc Committee proceeds with the study, these tasks will be completed by the end of July 1999 and reported to the Board by that time for budget approval.

The Ad-Hoc Committee will complete the RFP and hire the consultants, oversee the completion of the study, if performed, and use its outcome to formulate the recommendations.

The Ad-Hoc Committee will formulate recommendations regarding the Washtenaw County Capital Improvement Plan for the Court, jail and related law enforcement functions. The recommendations shall indicate what elements should be included in the Capital Improvement Plan, Phase III. The recommendations shall indicate how to finance the plan. The financing plan shall indicate how much to pay with existing resources and may include one or more ballot proposals for the November 2000 general election or thereafter.

At the beginning of its work, during its work, and before its final recommendations, the Ad-Hoc Committee will provide for and facilitate public participation. In addition, the Ad-Hoc Committee may create and appoint sub-committees providing further opportunity for public participation.

The Board of Commissioners directs the County Administrator to provide the Board with periodic progress reports.

The Board of Commissioners directs the Ad Hoc Committee to plan completion of its work and submission of the recommendations by March 2000. If necessary, the Ad Hoc Committee will provide partial reports to the Board of Commissioners seeking advice and guidance.

B. General Instructions for Completing the RFP

Please read the entire RFP before beginning. Please submit a typewritten response. Firms interested in proposed scope of work shall submit a proposal including the following information and materials.

- A description of the specific staff that will comprise the project team for this assignment. This should include background, experience and qualifications. Include similar information on any other significant external resources you propose to use, such as contracted services. Also illustrate the roles and responsibilities of project team members.
- 2 Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
- 3 Expected workload during the project period, (i.e. Readiness to serve).
- 4 Evidence of ability to work within tight time constraints
- 5 Location and availability of intended subcontractors. While the County does not require consultants to be local firms, availability to discuss design questions is a primary concern.

6. A proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. This information must be included in the proposal.

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm.

The schedule of events is outlined in Section A.

C Proposal Scope of Work

Washtenaw County seeks to employ an architectural, consulting or architectural/consulting firm(s) to produce a thorough study and analysis, recommendations and a plan for meeting most effectively the facilities needs of the judicial system (the Washtenaw County Trial Court), including the county's jail facilities, over the long term. Although the County and Court are looking toward a forty-year planning horizon, we recognize the difficulty of such long-range forecasting. Consequently, we seek a study that addresses facilities needs twenty years into the future and provides a framework for periodic updating (every five years).

The firm(s) the county seeks must possess experience in:

- ✓ Planning, programming and designing court facilities,
- ✓ Gathering information creatively,
- ✓ Facilitating the exchange of information among the users of court facilities (including the public, the bar, governmental entities and court-related constituent groups),
- ✓ Compiling and analyzing the information to project current and future facilities needs and
- ✓ Formulating a plan or recommendation, which is fiscally responsible, while serving the needs of the trial court and the county's citizens.

The county requires the study effort to include:

- Analysis and projections of population growth (including demographic changes), court caseloads, staffing needs, needs for additional judgeships, if merited, and jail space needs over the long term, in five year increments;
- How the county can maximize its use of the existing county courthouse, including an assessment of its reasonable life expectancy
- Analysis of existing court facilities and their sufficiency to meet current and future needs, including projections/recommendations as to when their use should be discontinued, if at all;
- Assessment of various siting alternatives for any new construction that is recommended;

An analysis of the projected impact upon the community(ies) involved of any facility relocations.

In addition, the firms' analysis shall address:

- Who the users of the court's facilities are and how their uses inter-relate.
- What the functional, programmatic, economic, social and aesthetic objectives should be for the facilities plan.
- Any special expectation, attitudes, beliefs and behaviors on the part of the users of the court's facilities, both in government and among the public.
- Assessment of the costs and benefits of maintaining multiple court facilities and how the functions performed at those facilities might be altered to improve efficiency.
- The need for flexibility in the programming, design, development and implementation over time of the recommendations of the facilities plan (work product).
- The range of financing options available to the county for any recommended, major renovation or construction efforts

The principal product of this study effort is to be a proposed set of recommendations constituting a plan for the use, improvement and development of court and jail facilities over the next twenty years. The work product must include evaluation and recommendation on a wide range of judicial system operational issues that affect the court's facilities needs. These include, at a minimum, the current and future structure of the court; projected changes, if any, in judicial caseload assignment needs; security issues at all locations; the holding and transport of prisoners; record management, technology integration; court facilities space standards; and improved public services, public access and circulation.

SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City State Zip

Telephone Number

Fax Number

Federal Tax ID #

III. STANDARD PROVISIONS FOR CONTRACT

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County such as the following:

PROFESSIONAL SERVICE CONTRACT (NAME OF CONTRACTOR)

AGREEMENT is made this _____ day of _____, 1999, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and (NAME OF CONTRACTOR) located at (CONTRACTOR'S ADDRESS) ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed (SPELL OUT DOLLAR AMOUNT).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (DEPARTMENT HEAD TITLE) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda, and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR).

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- 4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest that would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIV - YEAR 2000 COMPLIANCE

Contractor hereby warrants and represents that all products, hardware, software, information (data), and electronic components and systems (all herein referred to as "equipment"), as well as all services, being furnished to Washtenaw County, or relied upon by Contractor in its provision of services or equipment to Washtenaw County, shall be "Year 2000 Compliant". As used herein, the term "Year 2000 Compliant" shall mean the equipment and services will perform the same functions and provide the same level of accurate information and calculations during 1999, 2000, and thereafter as it did prior thereto, including interface to and from other systems or organizations.

In the event of any recognition, calculation, or indication of Year 2000 Compliance problems, Contractor warrants that it shall make all necessary adjustments, corrections, or replacements at no cost to Washtenaw County in order to assure that contractors' products, services and equipment are, or become "Year 2000 Compliant". Contractor agrees to reimburse the County for any costs incurred by the County as a result of contractors' failure to comply with the provision.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Peggy M. Haines (DATE)
County Clerk/Register

By: _____
Robert E. Guenzel (DATE)
County Administrator

CONTRACTOR

APPROVED AS TO FORM

By: _____
(CONTRACTOR'S NAME) (DATE)

BY: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

REVISED: 2/16/99

**Office of Capital Planning and Policy of
Cook County, Illinois**

**New Traffic and Domestic Violence Court
Facility**

Judicial Programming Services Request for Proposal

MESIROW STEIN DEVELOPMENT SERVICES, INC

Date Released: *July 27, 1999*

Mesirow Stein Development Services, Inc.

350 North Clark Street • Chicago, IL 60610 • 312.372.4240 • Fax 312.595-7830

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

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**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

1.0 GENERAL INFORMATION

1.1 Introduction

Your firm has been selected to submit a proposal for providing Programming Services for the planning and development of the proposed New Traffic and Domestic Violence Court Facility for the Office of Capital Planning and Policy of Cook County, Illinois, herein after referred to as the "Owner".

This project proposes two program options.

- A. The consolidation of three existing and separate court facilities into a single building structure within the City of Chicago. These include the Traffic Court located at 321 North LaSalle Street, the Domestic Violence Courts located at 1340 South Michigan Avenue and the Criminal Misdemeanor Courts located at 11th and State Street.
- B. The consolidation of two existing court facilities into one building structure within the City of Chicago. These include the Traffic Court and Criminal Misdemeanor Courts. The Domestic Violence court, in this option, would be housed in a separate second building structure.

At this time, a site for the proposed facility has not been selected although several sites are currently being evaluated. Site selection will be completed in the year 2000.

An internal preliminary program for option A, the single building structure, has been developed and can be summarized as follows:

<input type="checkbox"/> Court Rooms	35
<input type="checkbox"/> Jury Rooms	7
<input type="checkbox"/> Lockup Capacity	250 Persons
<input type="checkbox"/> Administrative Areas and Support Areas	As required by Court and Jury Rooms
<input type="checkbox"/> Separate Circulation Systems for Judiciary, Staff, Lockup and Public	
<input type="checkbox"/> Space Needs for Program	350,000 to 400,000 GSF (to be verified)
<input type="checkbox"/> Parking - Staff and Judicial	500 Spaces
<input type="checkbox"/> Parking - Public	1,500 Spaces

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Note: This program is presented as information only and is not meant to confirm a recommended program. The programming consultant will develop and recommend the program.

This Request for Proposal provides the information and requirements for submitting a proposal and for making an oral presentation. The projected milestone dates for the selection process and project commencement are as follows:

Selection Process and Project Commencement

Activity	Date
Request for Proposal Issued	7/27/99
Proposals Due	8/17/99
Selection of Short-listed Firms	8/20/99
Interviews with Short Listed Programmers	8/31/99 & 9/1/99
Owner Final Selection of Programmer	9/2/99
Commence Programming Study	9/3/99

The key milestone dates for the programming study are listed below. A more detailed programming schedule is attached as Exhibit A (TAB 1).

Programming Study Milestone Dates

Activity	Completion Date
Assessment Review and Preliminary Program for Options A and B.	11/24/99
Test program for Options A and B with various sites (assume 4 to 6 max)	11/24/99
Prepare draft report of Preliminary Program	12/1/99
Project Manager and Owner review of draft report	12/13/99
Finalize Preliminary Program Report	12/16/99
Presentation to County Board of Commissioners	12/21/99
Owner review and approval, final Architectural / Engineering firm selection	3/1/00
Final Programming Phase - overlaps with A/E Schematic Design	5/31/00
Presentation to County Board of Commissioners	6/6/00

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Between 12/21/99 and 3/1/00 limited programming work will take place, with the exception of responding to questions which may arise on the Preliminary Program Report.

Project Manager

The Owner has retained a joint venture entitled "Cook County Court Associates, LLC" comprised of Mesirow Stein Development Services, Inc., a division of Mesirow Financial, as the managing firm, and UBM, Inc.. The joint venture team is collectively referred to as the "Project Manager", and will provide project management services for this project. The Project Manager will act as the Owner's Representative and will contract directly with the Programming Consultant. The Project Manager shall assist the Owner in executing the project including the selection of the Programming Consultant.

1.3 Attachments and Reference Exhibits

Attached, are the following reference Exhibits to be used in preparing your proposal response:

- A Project Schedule for the Programming Study (Tab 1)
- B. Form of Agreement Between the Project Manager and the Judicial Programming Consultant (Tab 2)

Clarifications

Any questions or requests for additional information specifically regarding this Request for Proposal or related attachments are to be made in writing and faxed to the individual listed below. All requests for information or clarifications must be received no later than Wednesday August 4, 1999.

Mesirow Stein Development Services, Inc.
Attn: David Rotholz, P.E., Senior Vice President
350 North Clark Street, Suite 700
Chicago, Illinois 60610, (312) 595-7830 (fax)

Responses will be made by fax to all firms.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

1.5 Scope of Services Required

The following outline of scope of services is intended to serve as a general guideline for the anticipated work. Additional scope items may be required and we have asked that these items be defined in the submittal requirement Section 2.2, Project Work Plan.

A Assessment Review Phase - Judicial Needs

- 1 Meet with all facility users and County staff affected by this project. The Project Manager will assist in setting up meetings with all facility users. Assume Three (3) general meetings with representatives from all groups and meetings with each group for a combined total of twenty (20) meetings. At a minimum, the following departments and agencies will participate:
 - ☐ Capital Planning and Policy
 - ☐ Chief Judge Office
 - ☐ Traffic Court
 - ☐ Domestic Violence Court
 - ☐ Clerk of the Circuit Court
 - ☐ States Attorney Office
 - ☐ Sheriff's Office
 - ☐ Law Library
 - ☐ Public Defender
 - ☐ Industrial Engineering
 - ☐ Facilities Management
 - ☐ Information Technology
2. Meet with the Office of the Chief Judge, the Clerk of the Circuit Court and the Sheriff's Office to develop a plan for how the courts will operate in the future (assume a total of four (4) meetings).
3. Review existing reports prepared by various County Committees and Bureaus relating to this project and incorporate where applicable into the programming study.
4. Perform an operational assessment of existing courtroom buildings specifically targeted for consolidation in the proposed new courthouse.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

5. Identify and convene meetings, through the coordination of the Project Manager, with domestic violence groups, all facility users and determine their respective traffic patterns separation requirements and needs.
 6. Recommend the appropriate number, mix and distribution of courts required for Options "A" and "B"
- B. Preliminary Program Phase -Forecast of Space Requirements (For Options A and B)**
1. Develop preliminary facility standards and design guidelines for specialized and recurrent spaces such as courtrooms, judge's chambers, jury deliberation rooms, conference rooms prisoner holding facilities, offices, etc. Standards and design guidelines are to be summarized in a "Room Typology" document.
 2. Recommend the size, number and type of courtrooms; the ratio of jury deliberation rooms to trial courtroom; the location of judges' chambers relative to the courtrooms, etc.
 3. Develop a macro level or preliminary program statement of area requirements for all user groups and shared facilities for the planning period. Confirm the parking needs and requirements.
 4. Develop spatial relationship, accessibility, circulation diagrams and security routes to describe, at a macro level, the information necessary for development of a master facility and site planning concepts.
 5. Benchmark the preliminary program with comparisons to two (2) completed building examples.
 6. Forecast through the year 2030, documented in 5-year intervals, the area requirements by space type (public areas, courtrooms, offices, waiting, custody holding, mechanical, utility, circulation, etc.)
 7. Establish functional, adjacency, circulation and accessibility requirements.
 8. Identify specialized space layout and equipment requirements.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

9. The current Traffic Court facility, located at 321 N. LaSalle Street, consists of 22 courtrooms and ancillary functions. This building has been sold to a private developer and thus a temporary location for these courtrooms is required prior to completion of the new traffic court building. The temporary location has been selected and the Programming Consultant shall perform a cursory review of the temporary program prepared by others. The Programmer shall advise if the temporary program conflicts in any way with the overall project program. Any economies that can be achieved in the development of the temporary traffic court location, should be identified with programmatic justification.
 10. Issue a preliminary programming report including all area and adjacency requirements, adjacency stacking diagrams, and floor by floor programmatic layouts.
 11. Test the preliminary programs for both Options "A" and "B", with four to six (4 to 6) alternate sites in cooperation with the Project Manager.
 12. Attend two (2) Presentation Meetings
- C. Final Programming Phase (Starts in March 2000 after A/E team begins schematic design. Assume only one Programming Option will be pursued)**
1. Define planning and design criteria, constraints and assumptions involved in the planning of alternative concepts on the selected site.
 2. Work with selected architects and user groups in testing the preliminary programs for the selected site and adjust program as required.
 3. Attend three (3) presentation meetings
 4. Evaluate alternate concepts. Evaluate the advantages and disadvantages of each concept.
 5. Issue and present final report.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

1.6 Selection Process

Proposals will be reviewed by an evaluation committee comprised of members of the Owner and the Project Manager. The evaluation criteria will include the following factors:

- ☐ Comparable facility programming experience
- ☐ Proposed project team and relevant experience of individual team members
- ☐ Understanding of assignment and completeness of the proposed work plan
- ☐ Proposed fees, personnel hourly rates and estimated reimbursable expenses.
- ☐ Availability of key personnel and commitment to work within the specified time frames.

1.7 Method and Date of Submittal

Eight (8) copies of the respondent's proposal must be delivered in a sealed envelope, to:

Mesirow Stein Development Services, Inc.
350 North Clark Street
Chicago, Illinois 60610
Attention: David Rotholz, P.E., Senior Vice President

Proposals must be delivered and received by the above office **No later than 2:00 p.m. on August 17, 1999.**

The envelope shall be clearly marked with the following identification:

Cook County Traffic and Domestic Violence Courthouse Project
Proposal for Judicial Planning and Programming Services

1.8 Disclaimer

Owner reserves the right to request additional information, or clarifications of material submitted by the respondent during the selection process.

Any representation made within this Request for Proposal shall not be considered a contractual obligation by Owner. Owner reserves the right to reject any and all submittals and to identify and select the firm which Owner, in its sole and absolute discretion, deems most qualified to provide the programming expertise required.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

The respondents shall be solely and totally responsible for all costs associated with responding to the Request for Proposal, and Owner accepts no responsibility with regard thereto. All proposal responses will become the property of the Owner.

With submission of a response to this Request for Proposal, a respondent agrees to and does accept all actions and decisions by Owner with respect to the identification and selection of a programming consultant and agrees not to challenge, by way of suit or otherwise, Owner actions or decisions in these regards. Each such respondent agrees to and does, release and forever discharge Owner and each of its respective officials, officers, directors, employees and agents of and from any and all claims or liability relating to, arising out of or in connection with this Request for Proposal or any actions or decisions taken or made by any of them in connection with this identification, selection described herein.

2.0 SUBMITTAL REQUIREMENTS

The submittal must include the following information in separate tabbed sections as identified below. Submittals shall be prepared on standard 8 ½ x 11" letter size paper and bound with a soft cover with materials printed on one side only.

2.1 Cover Letter

A cover letter, signed by an officer of the firm containing a commitment to provide the services required, with the personnel specified at the proposed fee and within the specified time frame.

2.2 Project Work Plan

Submit a proposed project work plan listing the specific scope of services to be provided by your firm. If outside consultants are being utilized for any portion of the work, please define which work items will be performed by the outside consultants. Discuss the methodology to be employed in implementing this work plan within the proposed project schedule and identify any additional information that may be required.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Note: The County has established MBE/WBE goals, of 25% MBE and 10% WBE. Please identify how the proposed work plan addresses these recommended affirmative action program goals.

2.3 Sample Programming Study Final Report

Please provide an example of a recently completed final programming study report for a comparable project.

2.4 Project Staffing Plan

Provide a detailed Project Staffing Organization Plan naming the key individuals to be assigned to the project. Attach biographical sketches for each key individual including project executive, project managers, highlighting their experience in this project type. Provide client and architectural firm references for each. Indicate the percentage of each individual's time to be devoted to this project as well as their current project commitments.

Individual	Role	% Time Commitment to Preliminary Programming Phase	% Time Commitment to Final Programming Phase
		%	%
		%	%

2.5 Firm Experience

List no more than ten (10) comparable projects completed by your firm or by individual team members assigned to this project in the last ten years or currently in-progress in the format indicated below. Include photographs if available and other pertinent project information.

Project Information:

Name:

Location:

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Description:

Scope of Services Provided:

Completion Date:

Project Executive:

Project Manager:

Client Information:

Client Name:

Client Reference: Name & Title

Address:

Phone:

Architect Information:

Architect:

Architect Reference: Name & Title

Address:

Phone:

Contract Information:

Original Programming Budget:

Final Programming Fees Earned:

Reasons for Differences if any:

Duration of Programming Phase:

Current Work Load and Assignment Backlog

Describe your firm's current workload and anticipated backlog of assignments. Indicate the current workload of the proposed individual project team members and state their capacity to perform the subject work in the required time schedule.

Basic Services Compensation

Provide a Not-to-Exceed fee proposal for the three major programming phases identified in the chart below. Indicate the proposed direct technical hourly rates for each team member and the proposed rate multiplier applicable for additional services beyond the basic services proposed.

Office of Capital Planning and Policy of Cook County, Illinois**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Work Phase	Proposed Fee
A. Assessment Review Phase – Judicial Needs	\$ _____
B1. Preliminary Program Phase – Forecast of Space Requirements for single consolidated facility as described as program option A on page 1	\$ _____
B2. Preliminary Program Phase – Forecast of Space Requirements for two separate facilities as described as program option B on page 1.	\$ _____
B3. Review and evaluation of temporary Traffic Court relocation program prepared by others.	\$ _____
C. Final Programming Phase	\$ _____

Estimate of Reimbursable Expenses

Provide a proposed Not-to-Exceed estimate of reimbursable expenses for each phase of work.

Work Phase	Reimbursable Estimate
A. Assessment Review Phase – Judicial Needs	\$ _____
B1. Preliminary Program Phase – Forecast of Space Requirements for single consolidated facility as described as program option A on page 1	\$ _____
B2. Preliminary Program Phase – Forecast of Space Requirements for two separate facilities as described as program option B on page 1.	\$ _____
B3. Review and evaluation of temporary Traffic Court relocation program prepared by others.	\$ _____
C. Final Programming Phase	\$ _____

ORAL PRESENTATION**Time and Place**

Oral presentations for the short-listed firm(s) will be conducted in Chicago on August 31st and September 1, 1999. The specific times and location will be announced at a later date.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

3.2 Attendees

The key individuals responsible for the programming study should attend the oral presentation. The list of Owner and Project Manager attendees will be announced prior to the presentation.

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Exhibit A

Project Schedule for Programming Study

COOK COUNTY TRAFFIC AND DOMESTIC VIOLENCE COURT BUILDING Programming Schedule

ID	Task Name	Duration	Start	Finish	Notes
1	PHASE 1A: PROGRAMMING	228 days	Tue 7/27/10	Wed 5/21/11	
2	1.1 Programming Selection:	27 days	Tue 7/27/10	Wed 8/11/10	
3	Release of Programming RFP	0 days	Tue 7/27/10	Wed 8/11/10	
4	Response Period to RFP	15 days	Tue 8/11/10	Mon 8/16/10	
5	Programming RFP Evaluation	3 days	Tue 8/11/10	Thu 8/12/10	
6	Show/Listen/Read/Programmer	9 days	Thu 8/12/10	Thu 8/12/10	
7	Programmer Interviews	2 days	Mon 8/16/10	Tue 8/17/10	
8	Final Selection	0 days	Wed 8/18/10	Wed 8/18/10	
9	1.2 Preliminary Programming Selection:	77 days	Fri 8/20/10	Tue 10/12/10	
10	Assessment Phase / Preliminary Program	59 days	Fri 8/20/10	Wed 10/20/10	
11	Test Program with Preliminary Slits	8 days	Mon 8/23/10	Wed 8/25/10	
12	Request Draft Report of Preliminary Program	10 days	Tue 8/24/10	Wed 8/25/10	
13	Review of Draft Preliminary Program Report	5 days	Thu 8/26/10	Mon 8/30/10	
14	County Review and Comments on Report	5 days	Tue 8/31/10	Mon 9/6/10	
15	Preliminary Program Report	2 days	Tue 9/7/10	Thu 9/9/10	
16	Proposition to County Board of Commissioners	2 days	Tue 9/14/10	Thu 9/16/10	
17	1.3 Final Programming Selection:	117 days	Mon 9/13/10	Wed 10/26/10	
18	County Review and Approval of Preliminary Program	20 days	Tue 9/14/10	Mon 9/20/10	
19	Architectural/Engineering Team Selected	0 days	Wed 9/23/10	Wed 9/23/10	
20	Work with A/E Team during Schematic Design	60 days	Wed 9/23/10	Wed 11/10/10	
21	Final Program to County Board of Commissioners	0 days	Wed 11/10/10	Wed 11/10/10	

**New Traffic and Domestic Violence Court Facility
Judicial Programming Services Request for Proposal**

Exhibit B

Form of Agreement between the Project Manager and the Judicial Programming Consultant. Language of this agreement shall be final. Any comments or changes must be identified and included with the proposal response.

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the "Agreement") is made as of this ____ day of _____ 1999 by and between the Programming Consultant (the "Contractor"), and Cook County Court Associates, LLC (the "Company"). (The Contractor and the Company hereinafter sometimes are referred to, individually, as a "Party" and, collectively, as "Parties").

In consideration of the following premises and the mutual consents and undertakings herein, each Party agrees as follows:

1. Appointment.

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor and the Contractor hereby agrees to perform the services described in Appendix A entitled "Services To Be Performed," which is attached hereto and made a part of this Agreement. The term of this engagement shall be for a defined period, which also shall be set forth in Appendix A.

2. Compensation.

In consideration of the performance by the Contractor of the Contractor's duties and obligations under this Agreement and subject to the terms and conditions set forth in this Agreement, the Company agrees to compensate the Contractor as provided in Appendix B, which is attached hereto and made a part of this Agreement.

3. Quality Assurance.

(a) All of the services provided by the Contractor under this Agreement shall be performed according to standards and procedures established or approved by the Parties or otherwise consistent with the highest professional standards.

(b) The Contractor shall have the exclusive responsibility for performing the projects to be agreed upon in Appendix A of this Agreement or otherwise, and the Contractor shall determine the manner in which the projects are performed and the times and places at which he or she performs the projects. The Contractor shall have no obligation to work any particular hours or particular amount of hours and neither the Company, nor its agents or representatives, shall have any right to control or direct the details, manner or means by which the Contractor performs his or her services. The Contractor shall select and engage at his or her own expense any necessary subcontractors to assist him or her in performing the projects and shall obtain all necessary supplies and materials to complete the projects at his or her expense, except for reasonable out of pocket expenses including long distance telephone, duplication and travel beyond the metropolitan area, which expenses have been approved by the Company and are set forth on Appendix B. The Contractor shall have no authority to bind, obligate or commit the Company, nor the power, personally or on behalf of the Company, to waive any forfeiture or default or to alter, discharge or waive any of the terms

and conditions of any contract entered into by or for the Company. Except as provided herein, the Contractor shall have no authority to represent the Company.

4. Confidentiality.

(a) The Contractor hereby acknowledges that by virtue of the Contractor's entering into and performing under this Agreement, the Contractor will generate, be exposed to and have access to Confidential Information as such term is defined in Paragraph 4(b) of this Agreement. Unless the Contractor has obtained the express prior written consent of the Company, under no circumstances whatsoever shall the Contractor at any time: (i) communicate to any individual(s), entity or entities (other than the Company) any Confidential Information; (ii) permit access by any individual(s), entity or entities (other than the Company) to any Confidential Information; or (iii) use any Confidential Information for the Contractor's own account or for the account of any individual(s), entity or entities (other than the Company).

(b) For purposes of this Agreement, "Confidential Information" shall mean (i) any financial, business, planning, software, operations, services, potential services, products, potential products, designs, technical information and/or know-how, formulas, production, purchasing, marketing, sales, personnel, customer, broker, supplier, or other information of the Company; (ii) any papers, data, records, processes, methods, techniques, systems, models, samples, devices, equipment, compilations, invoices, customer lists, or documents of the Company; (iii) any confidential information or trade secrets of any third party provided to the Company in confidence or subject to other use or disclosure restrictions or limitations; and (iv) any other information, written, oral, or electronic, whether existing now or at some time in the future, whether pertaining to current or future developments, and whether previously accessed during the Contractor's engagement with the Company or to be accessed during his or her future engagement with the Company, which pertains to the Company's affairs or interests or with whom or how the Company does business. The Company acknowledges and agrees that a subcontractor may be given access to confidential information. The Company acknowledges and agrees that Confidential Information does not include (i) information properly in the public domain, or (ii) information in the Contractor's possession prior to the date of his or her original engagement with the Company.

(c) In the event that the Contractor intends to communicate information to any individual(s), entity or entities (other than the Company), to permit access by any individual(s), entity or entities (other than the Company), or to use information for the Contractor's own account or for the account of any individual(s), entity or entities (other than the Company) and such information would be Confidential Information hereunder but for any or all of the provisions or parts thereof of Paragraph 4(b) of this Agreement, the Contractor shall notify the Company of such intent in writing, including a description of such information, no less than fifteen (15) days prior to such communication, access or use. The Contractor acknowledges that the subcontractor has been notified of the terms of this Paragraph 4 and agrees to be bound by the terms hereof.

(d) It is agreed that breach of this Paragraph 4 will result in irreparable harm and continuing damages to the Company and its business and that the Company's remedy at law for any such breach or threatened breach, will be inadequate and, accordingly, in addition to such other remedies as may be available to the Company at law or in equity in such event, any court of competent jurisdiction may issue a temporary and permanent injunction, without the necessity of the Company posting bond and without proving special damages or irreparable injury, enjoining and restricting the breach, or threatened breach, of this Paragraph 4, including, but not limited to, any injunction restraining the breaching party from disclosing, in whole or in part, any Confidential Information. The Contractor will pay all of the Company's costs and expenses, including reasonable attorneys' fees and accountants' fees, incurred in enforcing this Paragraph 4.

5. Representations and Warranties.

The Contractor hereby represents and warrants to the Company each of the following:

(i) The Contractor is not and never was a party to any license, agreement or arrangement which would prevent or adversely affect the Contractor's full performance of this Agreement.

(ii) The Contractor has not taken any action(s) (including without limitation the assignment of any right(s), remedy or remedies) or failed to take any action(s) (including without limitation the failure to prevent the disclosure of Confidential Information) which would preclude or adversely affect the Contractor's full performance of this Agreement.

6. Acknowledgment of Status.

(a) It is the intention of the Parties that the Contractor is to be a Consultant and not an employee of the Company, and nothing in this Agreement shall be construed to create an employment relationship between the Parties. As a Consultant, the Contractor shall not participate in any employee benefit plan or program or be subject to any employment rules, regulations or policies of the Company. The Contractor shall have exclusive control of the method of performance of his or her duties hereunder and shall independently manage and control his or her activities subject only to the terms of this Agreement.

(b) The Contractor recognizes, acknowledges and agrees that, as a Consultant, all income paid to him or her under this Agreement shall constitute income from self-employment and the Contractor shall be required to pay self-employment taxes pursuant to Section 1401 of the Internal Revenue Code of 1986, as amended. The Contractor recognizes, acknowledges and agrees that because of his or her status as a Consultant, the Company, its officers, directors, and employees shall have no obligation or liability whatsoever to the Contractor, his or her heirs, administrators, assigns, or creditors for workers' compensation, federal and state payroll taxes, unemployment compensation, minimum wages, Social

Security assessments or similar charges, taxes or liabilities applicable to an employment relationship.

(c) The Contractor recognizes and acknowledges that he or she is free from control or direction over the performance of his or her services, both under this Agreement and in fact, and the Contractor represents to the Company that he or she (i) has established a place of business separate, independent and outside of any place of business of the Company, and (ii) is engaged in an independently established trade, occupation, or business.

7. Indemnification.

The Contractor agrees to fully indemnify the Company and its shareholders, subsidiaries, affiliates, officers, directors, employees and Consultants against and will hold the Company, its shareholders, subsidiaries, affiliates, officers, directors, employees and Consultants harmless from any and all claims, costs, damages, demands, expenses (including without limitation reasonable attorneys' fees), judgments, losses or other liabilities of any kind or nature whatsoever arising from or directly or indirectly related to the Contractor's breach of any provision(s) of this Agreement, including but not limited to any breach or failure, and the resulting tax ramifications thereof, of the Contractor to comply with Paragraph 6, provided, however, that in the event of a purported breach of this Agreement, the Company shall provide the Contractor with written notice of such purported breach, and the Contractor shall have ten (10) days following receipt of such notice to remedy the purported breach.

The Company agrees to fully indemnify the Contractor and its employees, Consultants and subcontractors against and will hold the Contractor and its employees, consultants and subcontractors harmless from any and all claims, costs, damages, demands, expenses (including without limitation reasonable attorneys' fees), judgments, losses or other liabilities of any kind or nature whatsoever arising from or directly or indirectly related to the Company's breach of any provision(s) of this agreement, provided, however, that in the event of a purported breach of this Agreement, the Contractor shall provide the Company with written notice of such purported breach, and the Company shall have ten (10) days following receipt of such notice to remedy the purported breach.

8. Return of Materials

Except as referred to in Appendix A, upon the written request of the Company or upon the termination of this Agreement, the Contractor will immediately return and surrender to the Company all records, books, notes, diskettes, programs, software, memoranda, recordings, photocopies and other documents containing information related in any way to the Company or the Company's business or customer(s), including project-specific related materials provided to the Contractor.

9. Notices.

Any and all notices required in connection with this Agreement shall be deemed adequately given only if in writing and (a) personally delivered, or sent by first class, registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight courier, (b) sent by facsimile, provided a hard copy is mailed on that date to the party for whom such notices are intended, or (c) sent by other means at least as fast and reliable as first class mail. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Agreement; (b) the date delivery shall have been refused at the address required by this Agreement; (c) with respect to notices sent by mail or overnight courier, the date as of which the Postal Service or overnight courier, as the case may be, shall have indicated such notice to be undeliverable at the address required by this Agreement; or (d) with respect to a facsimile, the date on which the facsimile is sent and receipt of which is confirmed. Any and all notices referred to in this Agreement, or which either party desires to give to the other, shall be addressed as follows:

To the Contractor: Programming Consultant

To the Company: Cook County Court Associates, LLC.
350 North Clark Street
Chicago, Illinois 60610
Attn: B. Timothy Desmond

10. Waiver.

The Company and the Contractor only in writing may waive any obligation of or restriction upon the other under this Agreement. No failure, refusal, neglect, delay, waiver, forbearance or omission of the Company or the Contractor to exercise any right or remedy under this Agreement or to insist upon full compliance by the other with his, her or its obligations hereunder shall constitute a waiver of any provision(s) of this Agreement.

11 Construction.

(a) This Agreement shall be the entire, full and complete agreement between the Parties concerning the subject matter hereof and shall supersede all prior agreements. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the Parties that are not embodied herein. No amendment, change, or variance of or from this Agreement shall be binding on either Party unless agreed to in writing signed by both of the Parties.

(b) The headings appearing at the beginning of each paragraph of this Agreement are for convenience only and do not define, limit or construe the contents of any such paragraph. Whether expressly indicated or not, the singular usage includes the plural, and the neuter usage includes the masculine or the feminine or both the masculine and the

feminine. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and same agreement.

12. Severability

(a) Each provision of this Agreement or part thereof shall be severable. If, for any reason, any provision or part thereof in this Agreement is finally determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining provisions of this Agreement, and such remaining provisions will continue to be given full force and effect and bind each Party. Each invalid provision or part thereof shall be deemed not to be a part of this Agreement.

(b) If any applicable statute, rule or regulation contains any requirement that is contrary to or conflicts with any provision or part thereof in this Agreement, such requirement shall be substituted for such provision or part thereof to the minimum extent necessary to validate such provision or part thereof.

13. Applicable Law.

Except to the extent governed by appropriate federal law, this Agreement shall be interpreted, construed and governed by the laws of the State of Illinois without regard to its conflict of law principles. The Contractor hereby consents to the jurisdiction of such courts. All disputes under this Agreement shall be adjudicated in the courts located in Cook County, Illinois.

14. Assignment.

This Agreement is personal to the Contractor and neither all nor any part of this Agreement may be voluntarily, involuntarily, directly or indirectly assigned or transferred by the Contractor without the Company's prior written approval. Each such assignment or transfer without such approval shall be void.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PROGRAMMING CONSULTANT.

COOK COUNTY COURT ASSOCIATES, LLC.

By: _____
Mike Szkatulski
Its: Managing Director

Date: _____

APPENDIX A

Services To Be Performed

A Assessment Review Phase – Judicial Needs

1. Meet with all facility users and County staff affected by this project. The Project Manager will assist in setting up meetings with all facility users. Assume Three (3) general meetings with representatives from all groups and meetings with each group for a combined total of twenty (20) meetings. At a minimum, the following departments and agencies will participate:
 - ☐ Capital Planning and Policy
 - ☐ Chief Judge Office
 - ☐ Traffic Court
 - ☐ Domestic Violence Court
 - ☐ Clerk of the Circuit Court
 - ☐ States Attorney Office
 - ☐ Sheriff's Office
 - ☐ Law Library
 - ☐ Public Defender
 - ☐ Industrial Engineering
 - ☐ Facilities Management
 - ☐ Information Technology
2. Meet with the Office of the Chief Judge, the Clerk of the Circuit Court and the Sheriff's Office to develop a plan for how the courts will operate in the future (assume a total of four (4) meetings).
3. Review existing reports prepared by various County Committees and Bureaus relating to this project and incorporate where applicable into the programming study.
4. Perform an operational assessment of existing courtroom buildings specifically targeted for consolidation in the proposed new courthouse.
5. Identify and convene meetings, through the coordination of the Project Manager, with domestic violence groups, all facility users and determine their respective traffic patterns separation requirements and needs.
6. Recommend the appropriate number, mix and distribution of courts required for Options "A" and "B"

B. Preliminary Program Phase -Forecast of Space Requirements (For Options A and B)

1. Develop preliminary facility standards and design guidelines for specialized and recurrent spaces such as courtrooms, judge's chambers, jury deliberation rooms, conference rooms prisoner holding facilities, offices, etc. Standards and design guidelines are to be summarized in a "Room Typology" document.
2. Recommend the size, number and type of courtrooms; the ratio of jury deliberation rooms to trial courtroom; the location of judges' chambers relative to the courtrooms, etc.
3. Develop a macro level or preliminary program statement of area requirements for all user groups and shared facilities for the planning period. Confirm the parking needs and requirements.
4. Develop spatial relationship, accessibility, circulation diagrams and security routes to describe, at a macro level, the information necessary for development of a master facility and site planning concepts.
5. Benchmark the preliminary program with comparisons to two (2) completed building examples.
6. Forecast through the year 2030, documented in 5-year intervals, the area requirements by space type (public areas, courtrooms, offices, waiting, custody holding, mechanical, utility, circulation, etc.)
7. Establish functional, adjacency, circulation and accessibility requirements.
8. Identify specialized space layout and equipment requirements.
9. The current Traffic Court facility, located at 321 N. LaSalle Street, consists of 22 courtrooms and ancillary functions. This building has been sold to a private developer and thus a temporary location for these courtrooms is required prior to completion of the new traffic court building. The temporary location has been selected and the Programming Consultant shall perform a cursory review of the temporary program prepared by others. The Programmer shall advise if the temporary program conflicts in any way with the overall project program. Any economies that can be achieved in the development of the temporary traffic court location, should be identified with programmatic justification.
10. Issue a preliminary programming report including all area and adjacency requirements, adjacency stacking diagrams, and floor by floor programmatic layouts.

Test the preliminary programs for both Options "A" and "B", with four to six (4 to 6) alternate sites in cooperation with the Project Manager.

12. Attend two (2) Presentation Meetings
- C. **Final Programming Phase (Starts in March 2000 after A/E team begins schematic design. Assume only one Programming Option will be pursued)**
 1. Define planning and design criteria, constraints and assumptions involved in the planning of alternative concepts on the selected site.
 2. Work with selected architects and user groups in testing the preliminary programs for the selected site and adjust program as required.
 3. Attend three (3) presentation meetings
 4. Evaluate alternate concepts. Evaluate the advantages and disadvantages of each concept.
 5. Issue and present final report

APPENDIX B

Compensation

[To be Negotiated]

Payment Terms:

[To be developed]

Comment:

The Project Manager will establish payment procedures with the Owner. Assume that there will be a 60-day payment cycle, processed through the Project Manager to the Owner. Appropriate support data and back-up materials must accompany Consultant's request for payment, and payment from the Owner to the Project Manager will be a precondition payment term for payment to the Consultant.

Schedule of Reimbursable Expenses

The reimbursable amounts for the Assessment Review and Preliminary Program Phases shall not exceed \$_____. The reimbursable amount for the Final programming phase shall not exceed \$_____.

Reimbursable Policy

Reimbursable Expenses which apply to the Contractor are further defined in accordance with the following and will be subject to a not to exceed negotiated amount:

A. Travel and Transportation

1. All reasonable expenses for out-of-town travel will be reimbursed. Out of town travel shall be any trip in excess of 50 miles from the Contractors office authorized by the Owner. No first class travel will be reimbursed.
2. Car rental only if cab is more costly. Full size cars for 4 or more individuals only, otherwise a mid-size car will be used.
3. Mileage will be reimbursed for personal vehicles used for project related travel in excess of 50 miles from the Contractors office at the rate of \$.31 per mile.
4. Parking for project related travel is reimbursable at actual cost incurred.
5. Local transportation costs for project related travel is reimbursable at actual cost incurred.

B. Reproductions

1. Reproduction costs of documents are acceptable reimbursables. Payment will be based on copies of actual invoices.

C. Mail and Messenger Services

1. All reasonable expenses for postage, express mailing and messenger services will be reimbursed.
2. Regular mail is to be used for general correspondence unless immediate delivery is required.

D. Telephone

1. Long distance telephone and facsimile transmissions are acceptable reimbursables. Payment will be based on copies of actual invoices.

Reimbursable Basis

All Reimbursables will be billed at a cost factor of 1.05